



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Re-advertisement for Bids for Sale of Surplus
Electrical Power Equipment (EUD 93-5)

MEETING DATE: December 15, 1993

SUBMITTED BY: Electric Utility Director

RECOMMENDED ACTION: That the City Council re-authorize
advertisement for bids for sale of a surplus
power transformer/regulator combination and
two surplus power circuit
breakers stored at McLane Substation, as is and where is.


BACKGROUND INFORMATION: On November 3, 1993, the City Council
authorized advertisement for bids for the
sale of a surplus power transformer/regulator
combination and two surplus power circuit
breakers. The bid opening date was set for 11:00 a.m. on December 2,
1993. No bids were received. Subsequent to the bid opening, two
interested vendors have been located.

Based on the above, it is recommended that the City again offers this
surplus equipment for sale via bidding, as is and where is.

Due to the erratic need for this type of surplus material, bid values
have not been estimated.

The bid opening date has been set for 11:00 a.m. on January 13, 1994.

FUNDING: Not applicable.


Henry J. Rice
Electric Utility Director

Prepared by: Mel Grandi, Electrical Engineer

c: Asst. Electric Utility Director
City Attorney
Purchasing Officer

APPROVED: 

THOMAS A. PETERSON
City Manager



recycled paper



CITY OF LODI
ELECTRIC UTILITY DEPARTMENT

CITY OF LODI
ELECTRIC UTILITY DEPARTMENT

Sale of
SURPLUS POWER TRANSFORMER,
REGULATOR AND POWER CIRCUIT BREAKERS

EUD 93-5

December 1993

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SALE OF SURPLUS POWER TRANSFORMER,
REGULATOR AND POWER CIRCUIT BREAKERS

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NOTICE INVITING BIDS

SALE OF SURPLUS POWER TRANSFORMER, REGULATOR
AND POWER CIRCUIT BREAKERS

FOR

CITY OF LODI, CALIFORNIA

The City of Lodi offers for sale and invites bids on the equipment listed below. Bids will be received until

11:00 a.m. Thursday, January 13, 1994

in the Public Works Conference Room, First Floor, City Hall, 221 West Pine Street, Lodi, California 95240 (P.O. Box 3006, Lodi, CA 95241-1910). Bid proposal forms are available from the Purchasing Officer and may be obtained by calling (209) 333-6777. Only bids which are submitted on a bid proposal form provided by the City of Lodi will be accepted.

The equipment listed herein is offered for sale in "as is, where is" condition, and the City makes no warranty as to the suitability of the equipment for any specific purpose. The equipment was in working condition at the time it was removed from service. The transformer and the regulator were removed from service in January of 1993. The oil circuit breakers were removed from service in Fall of 1987.

The equipment may be inspected by the bidders. A pre-bid equipment inspection has been scheduled for 10:00 a.m. on January 5, 1994. Interested parties will meet at the Electric Utility Department's Conference Room located at 1331 South Ham Lane, Lodi, California.

LN-1

LNEUD93-5

12/09/93

The equipment is described as follows:

I. Power Transformer:

- . Quantity: One
- . Primary Voltage: 60,000 volts Delta
- . Secondary Voltage: 12,000Y/6930 volts
- . Rating:
 - OA/FA/FA
 - 18750/25000/31250 KVA at 55°C rise continuous
 - 21000/28000/35000 KVA at 65°C rise continuous
- . Type: Three-phase
- . Frequency: 60 Hz
- . Taps: High side (63000, 61500, 60000, 58500, 57000 V.)
- . PCB Content: N.D.
- . Bushings: HV - top mount
LV - side mount
- . Lightning Arresters: HV side
- . Manufacturer: Westinghouse
- . Date of Manufacture: 1966
- . Total Weight (including oil): 90,800 lbs. Nameplate

II. Step-Type Feeder Voltage Regulator

- . Quantity: One
- . Primary Voltage: 12,000 volts
- . Secondary Voltage: 12,000 volts regulated 92.5%
to 107.5% ($\pm 7.5\%$ in 32 steps)
- . Rating: OA/FA
 - 1875 KVA continuous, self-cooled
 - 2500 KVA continuous, forced air cooled
- . Type: Three phase
- . Frequency: 60 Hz
- . PCB Content: 13 p.p.m.
- . Bushings: side mount (primary and secondary)
- . Manufacturer: Molony Electric
- . Date of Manufacture: 1965
- . Total Weight (including oil): 37,050 lbs. Nameplate

Note: Unit's voltage regulator (90 device) is not included with this sale.

III. Oil Circuit Breaker:

- . Quantity: Two
- . Rated Voltage: 14.4 kV
- . Maximum Design Voltage: 15.5 kV
- . BIL: 110 kV
- . Frequency: 60 Hz
- . PCB Content: N.D.
- . Rated Continuous Current: 1,200 A.
- . Maximum Interrupt. Current: 25,000 A.
- . Rated Momentary Current: 40,000 A.
- . Rated Interrupt. MVA: 500
- . Gallons of Oil: 65
- . Manufacturer: Federal Pacific Electric
- . Date of Manufacture: 1960
- . Total Weight (Including Oil): 2,950 lbs. Nameplate

This is an "all-or-none" bid and all equipment is sold "as is, where is".

Award, if made, will be made to the bidder submitting the highest offer in accordance with this Notice and the Terms and Conditions of Sale. Successful bidder will be notified by mail within 45 days of bid opening and will be required to deposit full payment with the City of Lodi prior to completion of sale. Payment shall be made, in cash or cashier's check, to the Finance Department, City Hall, 221 West Pine Street, Lodi, CA. Buyer shall be responsible for removal (disassembly, handling of oil, clean up and any other preparation necessary), loading and transportation of equipment from McLane Substation, 2101 West Turner Road, Lodi, CA.

Note: Equipment disassembly may be necessary prior to removal. Equipment is substantially assembled including radiators, bushings and lightning arresters.

The City of Lodi reserves the right to reject any or all bids, to waive any informality in any bid or not to award the bid.

Reference is hereby made to said Terms and Conditions, which Terms and Conditions and this Notice shall be considered part of any sale agreement made pursuant thereto.

CITY OF LODI
Joel E. Harris
Purchasing Officer

TERMS AND CONDITIONS OF SALE

BID OPENING

- A. The Purchasing Officer will receive sealed bids in his office at City Hall, 221 West Pine Street, Lodi, California 95240 (P.O. Box 3006, Lodi CA 95241-1910) until

11:00 a.m. Thursday, January 13, 1994

- B. The proposal to buy the surplus equipment shall be submitted as directed in the Notice Inviting Bids under sealed cover and plainly marked

"Sale Bid - Power Transformer & Regulator
Bid Deadline - Thursday, January 13, 1994"

Proposals which are not properly marked may be disregarded.

PROPOSAL FORM

- A. Prospective bidders are furnished with one proposal form included with the Notice Inviting Bids and Terms and Conditions of Sale.
- B. The proposal must be signed with the full name and address of the bidder, or if a company, by a representative of the company authorized to sign on behalf of the company.

REJECTION OF PROPOSALS

- A. The City of Lodi (seller) reserves the right to reject any or all bids, to waive any informality in any bid, or not to award the bid.
- B. Bids may be rejected if they show any alteration of proposal form, additions not called for, or alternative bids not properly documented. Irregularities of any kind may also be cause for rejection.

AWARD OF BID

- A. The award of the bid, if it be awarded, will be to the bidder submitting the offer of highest value, and whose bid proposal complies with all the requirements herein described.
- B. Where alternate bids are received, the City reserves the right to select the bid deemed most advantageous to the City.

- C. The award, if made, will be made within forty-five days after the opening of the bids.
- D. In case of tie bids, the tie will be broken by a coin toss conducted by the City's Purchasing Officer. Tie bidders will be notified and may be present.

DESCRIPTION OF EQUIPMENT

A description of the equipment offered for sale is found on page 6.

ADDITIONAL TERMS AND CONDITIONS

- A. THIS EQUIPMENT IS SOLD IN "AS IS, WHERE IS" CONDITION. The City of Lodi makes no guarantee as to the suitability of the equipment for any specific purpose, and all warranties, expressed or implied, are disclaimed. The equipment has been in use in the City of Lodi's McLane Substation, 2101 West Turner Road, Lodi and was in operating condition at the time it was removed from service. Bidders interested in obtaining additional information may contact Mel Grandi, Electrical Engineer, at (209) 333-6764.
- B. The successful bidder will be responsible for removal of equipment including:
 - . Disassembly (as necessary)
 - . Special handling of oil, pumps, drums, etc.
 - . Loading
 - . Transportation
 - . All clean up and replacement of substation rock and soil removed to facilitate necessary clean up due to bidder's action.
- C. The successful bidder shall indemnify and hold harmless the City of Lodi, its officers and employees, from all suits or actions of every name, kind and description brought for or on account of any injuries, damages, and/or costs incurred or sustained by any person or persons, by or from the bidder, in the receipt, transport, storage, installation, use or inability to use, sell or dispose of this equipment. Submission of the bid constitutes buyer's agreement to this and all other sections of these Terms and Conditions.
- D. The successful bidder will be notified of award within forty-five days of bid opening and shall make payment for the full amount of the bid in cash or cashier's check made payable to the City of Lodi. Payment shall be made to the Finance Department, 221 West Pine Street, Lodi, CA 95240 (or if by mail, to the Finance Department, P.O. Box 3006, Lodi, CA 95241-1910).

- E. It is the buyer's responsibility to remove the equipment, at buyer's expense, within thirty working days after contract has been signed by all parties. Time of removal will be limited to City's regular workdays, between the hours of 7:15 a.m. and 3:15 p.m.
- F. Buyer shall be liable for any damage to City property caused by the buyer or his agents, directly or indirectly, involved with the removal operation.
- G. Any person contracted by buyer to remove material must have in his/her possession a letter of authorization from buyer prior to release of equipment.
- H. Where the laws, rules or regulations, whether federal, state, or local, or any agency thereof, require permits, licenses or approval for the possession, removal or use of the equipment purchased under this sale, it shall be the buyer's responsibility to secure such permits, licenses or approvals from the proper authorities and for paying any required fees.
- I. It is agreed that in the event of any litigation arising hereunder, the buyer at the request of the City of Lodi shall submit to the jurisdiction of any court of competent jurisdiction within the County of San Joaquin, State of California, and will comply with all requirements necessary to give such court jurisdiction, and that all matters arising hereunder shall be determined in accordance with the law and practice of such court. It is further agreed that service of process in any such litigation may be made in the manner provided for in said code for service upon a person outside of the State of California.
- J. The successful bidder accepts the equipment with knowledge of PCB concentration of the oil.
- K. The bidder is strongly urged to examine carefully the Equipment, Terms and Conditions of Sale, Information to Bidders, Bid Proposal and Contract, and it will be assumed that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of equipment to be sold. It is mutually agreed that submission of a bid proposal shall be considered prima facie evidence that the bidder has made such examination.
- L. Ownership of the equipment transfers to the successful bidder upon execution of the contract and receipt of payment.

- M. The contract shall be signed by the successful bidder and returned, together with the certificate of insurance, within ten working days after the bidder has received notice that the contract has been awarded. No proposal shall be considered binding upon the City until execution of the contract and receipt of the payment.

Failure to execute the contract and provide certificate of insurance within ten working days after the bidder has received notice that the contract has been awarded shall be just cause for the annulment of the award.

- N. The successful bidder shall take out and maintain during disassembly, loading and transportation of the equipment the following insurance coverage in addition to environmental liability insurance in the amount of \$4,000,000:

1. COMPREHENSIVE GENERAL LIABILITY

\$1,000,000 Bodily Injury - Ea. Occurrence/Aggregate

\$1,000,000 Property Damage - Ea. Occurrence/Aggregate

or

\$1,000,000 Combined Single Limits

2. COMPREHENSIVE AUTOMOBILE LIABILITY

\$1,000,000 Bodily Injury - Ea. Person

\$1,000,000 Bodily Injury - Ea. Occurrence

\$1,000,000 Property Damage - Ea. Occurrence

or

\$1,000,000 Combined Single Limits

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

(a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents and Employees as additional named insureds insofar as work performed by the insured. (This endorsement shall be on a form furnished by the City and shall be included with bidder's policies.)

(b) Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be cancelled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

(e) Bidder agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

"Claims made" coverage requiring the insured to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

Compensation Insurance The bidder shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of bidder's employees employed at the site of the project and, if any work is sublet, bidder shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the bidder. In case any class of employees engaged in hazardous work under this bid at the site of the project is not protected under the Worker's Compensation Statute, the bidder shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be cancelled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

The equipment is described as follows:

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- . Date of Manufacture: 1966
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- . Maximum Interrupt. Current: 25,000 A.
- . Rated Momentary Current: 40,000 A.
- . Rated Interrupt. MVA: 500
- . Gallons of Oil: 65
- . Manufacturer: Federal Pacific Electric
- . Date of Manufacture: 1960
- . Total Weight (Including Oil): 2,950 lbs. Nameplate

BID PROPOSAL

EUD 93-5

TO: The City of Lodi
221 West Pine Street
Lodi, California 95240

FROM: (Bidder's Name) _____

It is understood and agreed that this equipment is sold "as is, where is" and that the City of Lodi (seller) makes no warranties as to its suitability for any specific purpose. Buyer further agrees to indemnify and hold harmless the City of Lodi for damages of any nature whatsoever resulting from the purchase and/or use of this equipment.

The undersigned, as bidder, hereby declares that the bidder has been given full opportunity and encouraged by the City of Lodi to carefully examine the equipment, and the only persons or firms interested in the proposal as principal or principals is or are names herein and that no persons or firms other than herein mentioned have any interest in this proposal, that this proposal is made without connection with any other person, company or parties making a bid or proposal, and that it is in all respects fair and in good faith, without collusion or fraud.

THE UNDERSIGNED HEREBY OFFERS FOR ONE POWER TRANSFORMER, ONE POWER REGULATOR AND TWO CIRCUIT BREAKERS AS DESCRIBED IN THE "DESCRIPTION OF EQUIPMENT" ATTACHED HERETO:

THE AMOUNT OF _____ DOLLARS (\$ _____)
(Bid Amount Written in Words)

This bid may be withdrawn by the written request of the bidder at any time prior to the scheduled time for the opening of the bids, or prior to any authorized postponement thereof.

I have read and agree to all the conditions of the "Notice Inviting Bids," "Terms" and Conditions of Sale" and "Proposal" attached hereto.

Name of Bidder _____

Address _____

City, State, Zip _____

Authorized Signature _____

Title _____

Date _____

Telephone No. (____) _____ FAX No. (____) _____

CONTRACT

SALE OF SURPLUS POWER TRANSFORMER, REGULATOR
AND POWER CIRCUIT BREAKERS

EUD 93-5

CITY OF LODI, CALIFORNIA

THIS CONTRACT made on _____ 199_ by and between the City of Lodi, State of California, herein referred to as the "Seller," and _____, herein referred to as the "Buyer."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids
Terms and Conditions of Sale
Bid Proposal
Contract

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any requirement called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Buyer and Buyer agrees with the Seller, at Buyer's cost and expense, to furnish all labor, equipment, material necessary to disassemble, load and transport the transformer, regulator and circuit breakers in a good workmanlike manner and to the satisfaction of the Seller.

ARTICLE II - The Seller hereby promises and agrees with the Buyer to sell, and does hereby sell to the Buyer power transformer, regulator and circuit breakers according to the terms and conditions for the price herein, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - And the Seller agrees to receive and accept the following prices as full compensation for furnishing equipment contemplated and embraced in this agreement to-wit:

Contract EUD 93-5

BID ITEM

<u>DESCRIPTION OF PROJECT</u>	<u>TOTAL PRICE</u>
-------------------------------	--------------------

Purchase of one power transformer, one regulator and two oil circuit breakers as described in "Notice Inviting Bids" for the Sale of Surplus Power Transformer, Regulator and Power Circuit Breakers.	
---	--

\$ _____

Contract EUD 93-5

ARTICLE IV - By my signature hereunder, as Buyer, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Buyer, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VI - The Buyer agrees to commence removal of the equipment pursuant to this contract on a date (start date) scheduled by the Seller's Project Engineer. The start date shall be no sooner than ten working days after the contract has been signed by all parties nor later than twenty working days. The Buyer shall complete removal within ten working days.

When signing this contract, the Buyer agrees that the time of completion for this contract is reasonable.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

BUYER

CITY OF LODI (SELLER)

By: _____

By: _____
Mayor

Title

Date: _____

Attest:

City Clerk

(CORPORATE SEAL)